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San Francisco County Superior Court

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CLERK OF THE COURT
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Deputy Clerk

7 Attorneys for Plaintiff

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN FRANCISCO

10 India Matheson, an individual,

Case No. CGC-19-578123

11 Plaintiff,

12 v.

13 LYFT, INC.; a Delaware Corporation; and
DOES 1 through 50, Inclusive,

14 Defendants.

15 **COMPLAINT FOR DAMAGES AND DEMAND
FOR JURY TRIAL**

1. **GENERAL NEGLIGENCE**
2. **NEGLIGENT HIRING, RETENTION,
AND SUPERVISION**
3. **COMMON CARRIER NEGLIGENCE**
4. **NEGLIGENT FAILURE TO WARN**
5. **VICARIOUS LIABILITY FOR SEXUAL
ASSAULT**
6. **INTENTIONAL MISREPRESENTATION**
7. **NEGLIGENT MISREPRESENTATION**
8. **NEGLIGENT INFILCTION OF
EMOTIONAL DISTRESS**
9. **BREACH OF CONTRACT**
10. **PUNITIVE DAMAGES**

23 Plaintiff INDIA MATHESON ("Plaintiff") alleges causes of action against LYFT, INC.
24 ("LYFT"), a corporation with its principal place of business in San Francisco, California, and
25 DOES 1 through 50, inclusive, and each of them, and complains and alleges as follows:

26 **FACTUAL OVERVIEW OF ALLEGATIONS**

27 1. LYFT is a transportation company headquartered in San Francisco, California and
28 is one of the fastest growing companies in the United States. At least as early as 2015, LYFT

1 became aware that LYFT drivers were sexually assaulting and raping female customers. Since
2 2015, sexual predators driving for LYFT have continued to assault and rape LYFT's female
3 passengers. For four years, LYFT has known of the ongoing sexual assaults and rapes by LYFT
4 drivers upon LYFT customers. Complaints to LYFT by female customers who have been attacked
5 by LYFT drivers, combined with subsequent criminal investigations by law enforcement, clearly
6 establish that LYFT has been fully aware of these continuing attacks by sexual predators driving
7 for LYFT.

8 2. LYFT's response to this sexual predator crisis amongst LYFT drivers has
9 been appallingly inadequate. LYFT continues to hire drivers without performing adequate
10 background checks. LYFT continues to allow culpable drivers to keep driving for LYFT. And,
11 perhaps most importantly, LYFT has failed to adopt and implement reasonable driver monitoring
12 procedures designed to protect the safety of its passengers. As a consequence, LYFT passengers
13 continue to be victims of sexual assaults and rapes by LYFT drivers.

14 3. On or about June 18, 2017, Plaintiff INDIA MATHESON contracted with LYFT to
15 take her home after a night spent celebrating with friends. The driver that LYFT sent instead
16 harassed, stalked, and assaulted INDIA MATHESON at her residence. The assault was reported
17 to LYFT and the police. The LYFT driver was later charged with assault with sexual motivation
18 in September of 2018.

19 4. Unfortunately, there have been many other sexual assaults much worse than the one
20 suffered by Plaintiff where victims have been attacked and traumatized after they simply
21 contracted with LYFT for a safe ride home.

22 5. Passengers pay LYFT a fee in exchange for safe passage to their destination.
23 LYFT's public representations state that "safety is our top priority" and "it is our goal to make
24 every ride safe, comfortable and reliable". Sadly, LYFT's priority is not passenger safety. Profits
25 are LYFT's priority. As a result, INDIA MATHESON and other female passengers continue to be
26 attacked by sexual predators driving for LYFT.

27 6. When faced with this sexual predator crisis, there are a number of potential safety
28 procedures that a reasonable transportation company would implement in order to address this

1 dangerous situation. Yet, LYFT corporate management has failed to implement the most obvious
2 and straightforward safety procedures in order to address the growing problem of sexual assault by
3 those LYFT drivers who are sexual predators.

4 7. Corporate decision-making with respect to passenger safety issues is centered at
5 LYFT's corporate headquarters in San Francisco. Decisions with respect to the vetting of LYFT
6 drivers and the supervision of LYFT driver's *vis a vis* the safety of its passengers are made and
7 implemented in its San Francisco headquarters. LYFT's contract with LYFT customers specifies
8 that the agreement should be governed by California law.

9 **INADEQUATE SAFETY PRECAUTIONS AND INADEQUATE SCREENING**

10 8. Even today, the hiring of LYFT drivers occurs without any real screening.
11 Potential drivers merely fill out a form online. There is no interview either in person or through
12 online Skype. There is no adequate background check and no biometric fingerprinting. Almost
13 all online applicants become drivers. Once a LYFT applicant becomes a driver, LYFT fails to
14 utilize its own technology, including in car cameras and GPS tracking, to ensure that drivers keep
15 the camera running during the entire ride and that the driver remains on course to the passenger's
16 destination. LYFT does not have a zero-tolerance policy for sexual misconduct and has allowed
17 drivers who have been reported for misconduct to continue driving. LYFT does not require non-
18 harassment training, nor does it adequately investigate customer complaints of sexually
19 inappropriate behavior or serious sexual assaults. Shockingly, a chatroom of rideshare drivers
20 exists where they openly discuss and brag about the access that they have to "hot" young women.
21 Notwithstanding LYFT's history of hiring sexual predators who have assaulted LYFT passengers,
22 and notwithstanding the obvious and open subculture of LYFT drivers who harbor a sexual
23 motivation for driving young female passengers, LYFT does nothing to warn its female
24 passengers about this very serious and real danger.

25 **LYFT'S FINANCIAL MODEL**

26 9. The key to LYFT's business model is getting as many new LYFT drivers on the
27 road as possible. The more drivers, the more rides, the more money LYFT makes. Unfortunately,
28 more careful screening and supervision would result in fewer drivers and lower profits.

10. LYFT also has a high turnover among its drivers because they are not well paid and often move on to other jobs. As a result, and in order to keep the number of drivers on the road at a maximum level, LYFT's business model is designed to accept as many new drivers as possible and to keep as many existing drivers working for LYFT as possible. Unfortunately, LYFT prioritizes profits over passenger safety. That is why LYFT corporate management has made deliberate decisions to adopt inadequate initial screening procedures, inadequate safety monitoring, and has failed to warn customers of the dangers of riding with LYFT.

LYFT's CONTROL OVER ITS DRIVERS

11. LYFT exercises significant control over its drivers. LYFT executives set all of the fare rates. Drivers have no input on the fares charged and no ability to negotiate fares with customers. Fees are standardized based on mileage and or ride time, similar to taxis.

12. LYFT collects a percentage fee for every ride. LYFT does not charge drivers a fee to become a LYFT driver and LYFT does not charge drivers to use the LYFT App.

13. LYFT drivers are prohibited from answering passenger inquiries about booking rides outside of the LYFT App.

14. LYFT has the power to terminate drivers with or without cause.

15. LYFT drivers are expected to accept all ride requests while they are logged into the App. Drivers who reject or cancel too many ride requests risk facing discipline, including suspension or termination.

16. LYFT provides its drivers with and requires them to use and display LYFT branding materials in order to make their drivers easily identifiable as LYFT drivers.

17. LYFT also allows for passengers to provide comments to LYFT regarding their experience with the LYFT driver. These comments are not shared with other passengers. Passengers are not provided with any information regarding their driver other than a photograph, and other basic information about the car. Passengers are not informed about prior complaints concerning particular drivers.

18. Within the app, LYFT does not tell passengers whether their comments regarding drivers are shared with drivers, resulting in a ride share culture where passengers are fearful that

1 giving honest negative feedback could negatively impact their passenger star rating – or result in
2 retaliation from the driver.

3 **NO MONITORING OF RIDES**

4 19. Given LYFT's knowledge of the sexual assaults and rapes of its customers by
5 LYFT drivers, the company should have implemented a monitoring system in order to protect its
6 passengers. As a technology company with access to a state-of-the-art in-app tracking system, as
7 well as a camera within the required mobile device, LYFT could take the following steps towards
8 the elimination of the sexual assaults by LYFT drivers:

- 9 • Adopt a zero-tolerance policy for improper conduct and inform all drivers
10 of the policy;
- 11 • Maintain a surveillance camera and rules requiring its continuing operation
12 during all rides;
- 13 • Inform all drivers that if they turn off the surveillance system during a
14 LYFT ride, they will never drive for LYFT again;
- 15 • Inform drivers that they may not leave the car and accompany a passenger
16 to their home or to any other location outside the vehicle, other than to
17 provide temporary and time-limited assistance to a passenger;
- 18 • Modify the functionality of the app so that LYFT can determine
19 immediately if a driver deviates from these protocols;

20 20. The ongoing sexual attacks by LYFT drivers are and have long been known to
21 LYFT. Prior to Plaintiff's assault, LYFT has known that a consequence of its business model has
22 been exposing women, who are using the business for a safe ride home after a night of drinking, to
23 drivers that may take advantage of their vulnerable position. Despite being a company that holds
24 itself out to the public as being engaged in the safe transportation of its customers from place to
25 place for compensation, LYFT has failed to take any reasonable precautions to attempt to prevent
26 harm to its passengers.

27 21. At the time of the actions alleged in this complaint LYFT was aware of the
28 established occurrence of sexual assault of its female passengers by its drivers but failed to take

any reasonable action to protect its passengers from these assaults and violations.

MISREPRESENTATIONS AS TO SAFETY

22. In addition to inadequate background check procedures, LYFT affirmatively induces passengers, particularly young, unaccompanied, intoxicated, and/or vulnerable women, to use its services with the expectation of safety, while LYFT simultaneously knows that sexual abuse of its passengers has been prevalent.

23. In February 2015, LYFT's website posted a blog post announcing it had partnered with It's On Us, an anti-sexual assault initiative, and offered free ride credits for new Lyft passengers during the Spring Break season, "making it easier to get a safe ride home even if you're in a new city." In November 2016, LYFT's website posted a blog post entitled "Get Home Safely with Lyft," again touting its partnership with It's On Us and offering college students free LYFT rides so that they "don't need to worry about finding a safe ride after going out." The insinuation of these articles is that LYFT prevents, and does not create, the risk of sexual assault. Nowhere on LYFT's website does LYFT discuss the occurrence or risk of sexual assault by LYFT's drivers. As a result, many women, like Plaintiff, enter LYFT cars unaccompanied and after drinking with the expectation that they will not be harassed, propositioned, kidnapped, attacked, stalked, raped or worse by LYFT's drivers.

24. Further, LYFT does not report statistics about sexual harassment or sexual assault by its drivers. LYFT does not disclose its policies or procedures on dealing with sexual assault by its drivers. LYFT does not properly train its customer service representatives on how to deal with serious allegations of driver misconduct. As a result, passengers who report sexual abuse by a driver have been later matched with the same driver, and dangerous drivers continue to drive with LYFT and assault passengers while LYFT profits from their actions. At the time of Plaintiff's attack, LYFT's guidelines for their drivers made no mention of sexual harassment or assault guidelines.

25. In short, LYFT fails to follow reasonable safety procedures and intentionally induces customers to use LYFT's services while in a vulnerable state. As a result, Plaintiff and women like her are sexually harassed and sexually assaulted by LYFT's drivers.

LYFT'S BACKGROUND CHECKS

2 26. LYFT relies on a quick, name-based background check process to screen its
3 applicant drivers and has continuously refused to adopt an industry-standard, fingerprint-based
4 background check qualification process.

5 27. LYFT's background check process requires drivers to submit personal identifiers
6 (driver's license and social security number) through an online webpage. LYFT, in turn, provides
7 this information to third party vendors to perform a basic, name-based background check.

8 28. Neither LYFT nor the third-party vendors it uses for background checks verifies
9 that the information provided by applicants is accurate or complete. The turnaround time for a
10 LYFT background check is typically between 3-5 days.

11 29. The difference between name-based background checks and fingerprint-based
12 background checks is significant. While a name-based background check searches the applicant's
13 reported name against various databases and compares records that have the same name, a
14 fingerprint-based background check (or biometric check) uses the fingerprints of the individual to
15 match against a law enforcement database, comparing records that have the same print, even if the
16 names are different.

17 30. For example, most prospective taxi drivers are required by the taxicab companies to
18 undergo criminal background checks that require the driver to submit fingerprints through a
19 technology called “Live Scan.” The fingerprint images are used to automatically search against all
20 other fingerprint images in government criminal record databases, including databases maintained
21 by state law enforcement and the Federal Bureau of Investigation (FBI). The FBI’s database
22 includes criminal record information from all 50 states, including sex offender registries. If a
23 person has a criminal history anywhere in the U.S., it will register as a match.

31. Fingerprints are not only a highly accurate way to confirm an individual's identity,
they are also universally used among state and federal government agencies. This allows for the
highest levels of information-sharing among all relevant agencies – an element that is lacking
when fingerprints are not used to verify identities.

32. Because of the unique identifying characteristics of fingerprints, the Live Scan

1 process provides assurance that the person whose criminal history has been run is, in fact, the
2 applicant. This would ensure that a convicted rapist or sexual predator could not use a false
3 identification to become a LYFT driver.

4 33. Name-based background checks, on the other hand, are limited and not easily
5 shared among the appropriate authorities. These name-based criminal background checks are
6 performed on publicly available databases and records from county courthouses, which are not
7 linked to each other and typically do not go back past seven years. Because the FBI database is not
8 accessed, there is no true national search performed, making these searches incomplete, limited
9 and inaccurate.

34. Name-based background checks present systematic, fundamental problems. First,
there is no way to positively identify a person via a biometric indicator, increasing the likelihood
of fraud. Likewise, because names, addresses and birthdays are not unique, the likelihood of false
positives (a person linked in error with another's record) and false negatives (someone getting
cleared when they should not) are greatly increased. For example, if an individual changes her
name, or for some other reason has a criminal history under a different name, the name-based
checks can miss the individual's criminal history.

17 35. LYFT has refused to adopt fingerprint-based biometric checks and has in fact spent
18 millions of dollars lobbying against local regulations requiring these checks.

19 36. Despite advertising to passengers that “Your safety is important” and “Safety is our
20 top priority,” LYFT’s background check process is designed for speed, not safety. In refusing to
21 adopt reasonable safety procedures, LYFT makes clear that its priority is profit, not passenger
22 safety.

THE ATTACK UPON PLAINTIFF

24 37. On the evening of June 18, 2017, Plaintiff INDIA MATHESON went out with
25 friends. She ordered a ride home using the LYFT app in order to get her safely home.

26 || 38. The LYFT application assigned the ride to "Saed" ("LYFT DRIVER").

27 39. Almost immediately upon entering the car, LYFT DRIVER began acting in an
28 inappropriate and harassing manner. He had a box of condoms in the back of his car and

1 repeatedly offered them to Plaintiff despite her telling him she did not want them. LYFT
2 DRIVER's disturbing and harassing conduct continued for the duration of the ride.

3 40. When they finally arrived at Plaintiff's home, LYFT DRIVER exited the car and
4 began following Plaintiff up the walkway and the stairs to her apartment. Plaintiff immediately
5 and repeatedly told him to leave while waving him away, continuously yelling, "NO!" and "Go
6 back to your car!" The driver continued to pursue Plaintiff as she arrived at her front door, forcing
7 Plaintiff to resort to physical shoves in an attempt to keep him away from her. Unfortunately, this
8 did not deter LYFT DRIVER, and only resulted in him repeatedly grabbing her hands and arms as
9 he refused to leave her doorstep. There, LYFT DRIVER continued behaving suggestively and
10 grabbing his genitalia, saying, "See this? Want to suck this?" His conduct placed Plaintiff in great
11 fear for her safety.

12 41. Plaintiff attempted to enter her home and, only after continuing to fight him off and
13 eventually invoking her roommate, was she finally able to get LYFT DRIVER to leave. Before he
14 left, however, he intentionally and forcefully hit Plaintiff on her buttocks without her consent,
15 violating her personal sense of safety and dignity.

16 42. Plaintiff quickly entered her home and locked the door. LYFT DRIVER later
17 returned to Plaintiff's home at around 3:00 in the morning, trying the front door to see if it was
18 unlocked, knocking on the door and waiting around outside.

19 43. Upon reviewing her Nest doorbell camera footage the next morning and learning
20 that LYFT DRIVER had returned to her home, Plaintiff reported the assault to LYFT and the
21 police.

22 44. LYFT DRIVER was criminally charged with and convicted of assault with sexual
23 motivation based on the events described herein.

24 45. Defendant LYFT collected and retained a fee for Plaintiff's LYFT trip that resulted
25 in her being sexually harassed, assaulted and stalked.

26 46. By failing to take reasonable steps to confront the problem of multiple rapes and
27 sexual assaults of LYFT passengers by LYFT drivers, LYFT has acted in conscious disregard of
28 the safety of its passengers, including Plaintiff, and has breached its duty of reasonable care and

has breached the implied and express covenants arising from its contract with its passengers.

47. LYFT is legally responsible for the harm to Plaintiff under a number of legal theories including vicarious liability for the intentional acts of its employees (battery and assault) basic negligence for failing to act with reasonable care when faced with multiple and ongoing attacks by its drivers, breach of the non-delegable duty of a transportation company to provide safe passage to its passengers, punitive damages for the conscious disregard of the safety of its female passengers, intentional and negligent misrepresentations and breaches of contract, and express and implied covenants arising out of its commercial contracts with its passengers, including Plaintiff.

PARTIES

48. Defendant LYFT is a Delaware Corporation with its principal place of business at 185 Berry Street, San Francisco, California. San Francisco is the center of Corporate decision-making with respect to the hiring and supervision of LYFT drivers, safety precautions, passenger safety, as well as decision-making with respect to LYFT's response to the ongoing sexual attacks upon LYFT passengers.

49. INDIA MATHESON, an adult woman and resident of the state of Washington, was a LYFT passenger who was sexually harassed, assaulted and stalked by the LYFT driver who drove her home in Seattle on the night of June 18, 2017.

50. The true names and capacities, whether individual, plural, corporate, partnership, associate, or otherwise, of DOES 1 through 50, inclusive, are unknown to Plaintiff who therefore sues said Defendants by such fictitious names. The full extent of the facts linking such fictitiously sued Defendants is unknown to Plaintiff. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants designated herein as a DOE was, and is, negligent, or in some other actionable manner, responsible for the events and happenings hereinafter referred to, and thereby negligently, or in some other actionable manner, legally caused the hereinafter described injuries and damages to Plaintiff. Plaintiff will hereafter seek leave of the Court to amend this Complaint to show the Defendants' true names and capacities after the same have been ascertained.

51. Plaintiff is informed and believes, and on that basis alleges, that at all times herein mentioned, each of the defendants herein was the agent, servant, licensee, employee, assistant,

1 consultant, or alter ego, of each of the remaining defendants, and was at all times herein
2 mentioned acting within the course and scope of said relationship when Plaintiff was injured as set
3 forth herein. Plaintiff is informed and believes that each and every defendant, when acting as a
4 principal, was negligent in the selection, hiring, supervision or retention of each and every other
5 defendant as an agent, servant, employee, assistant, or consultant. Plaintiff is further informed and
6 believes, and thereon alleges, that at all times herein mentioned, each business, public entity or
7 corporate employer, through its officers, directors, supervisors and managing agents, and each
8 individual defendant, had advance knowledge of the wrongful conduct, psychological profile, and
9 behavior propensity of said agents, servants, licensees, employees, assistants, consultants, and
10 alter egos, and allowed said wrongful conduct to occur and continue to occur, thereby ratifying
11 said wrongful conduct, and, after becoming aware of their wrongful conduct, each public entity,
12 and corporate defendant by and through its officers, directors, supervisors and managing agents,
13 and each individual defendant, authorized and ratified the wrongful conduct herein alleged.

14 52. Defendants are liable for the acts of each other through principles of *respondeat
superior*, agency, ostensible agency, partnership, alter-ego and other forms of vicarious liability.

JURISDICTION AND VENUE

17 53. The San Francisco Superior Court has jurisdiction over LYFT because it is a
18 corporation with its principal place of business is located in San Francisco, in the State of
19 California, LYFT is authorized to do business in the State of California and registered with the
20 California Secretary of State. LYFT has its primary place of business in San Francisco and
21 intentionally avails itself of the benefits and protection of California law such that the exercise of
22 jurisdiction over it by the California courts is consistent with traditional notions of fair play and
23 substantial justice. And, LYFT's user agreement states, “this Agreement shall be governed by the
24 laws of the State of California...” Damages in this case exceed \$25,000.

25 54. Venue is proper in this Court pursuant to *California Code of Civil Procedure* §395
26 in that Defendant LYFT resides in and maintains its principal place of business in San Francisco,
27 San Francisco County, California. Further, LYFT's negligent conduct, its breaches of contract
28 express, and implied covenants and the conduct giving rise to Plaintiff's punitive damages claims,

all occurred in San Francisco.

55. All executive decision making of the part of LYFT regarding hiring policies, handling of complaints regarding drivers, driver termination policies, training of drivers and standard operating procedures relating to drivers occurred in San Francisco.

56. All executive decision making on the part of LYFT regarding its marketing campaigns and representations to passengers regarding its safety occurred in San Francisco.

FIRST CAUSE OF ACTION

(GENERAL NEGLIGENCE)

57. The preceding paragraphs of this Complaint are incorporated by reference.

58. By providing transportation to the general public using its application and network of drivers, LYFT owed a duty to act with due and reasonable care towards the public and in particular its own customers, including Plaintiff.

59. LYFT has been on notice that its drivers have been sexually harassing, sexually assaulting, and raping its passengers since 2015. LYFT was aware or should have been aware that some LYFT drivers would continue to assault, sexually molest, sexually assault and or rape their vulnerable LYFT patrons and passengers.

60. Since learning of the sexual assaults perpetrated by its drivers, LYFT never adapted or improved its safety procedures in any meaningful way.

61. LYFT does not require video monitoring of its drivers that cannot be turned off, nor provide emergency notification to LYFT and the authorities when a driver drastically veers off course from the passenger's destination or abruptly cancels the ride.

62. LYFT is very well aware of the dangers its drivers pose yet induces women like the Plaintiff to enter LYFT cars while intoxicated. In doing so, LYFT fails to warn of the dangers of sexual assault by LYFT's drivers.

63. LYFT does not require any sexual harassment/assault training of its drivers nor have any policies in place for immediate termination if a driver engages in sexual misconduct.

64. LYFT does not cooperate with the police when a driver commits an illegal sexual attack on its passengers. Despite having the express right to disclose driver information at

1 LYFT's sole discretion, LYFT requires that extensive standards be met before the company will
2 even consider law enforcement requests for information. Even after a report of sexual assault or
3 has been made, LYFT generally requires a subpoena before it will release information. Of
4 hundreds of law enforcement requests for information in 2017, the company fully complied with
5 only a fraction. LYFT's policy of noncooperation discourages police agencies from making
6 recommendations to District Attorney's offices to file complaints against LYFT drivers, and
7 provides LYFT's predatory drivers with tacit assurance that their illegal attacks will not be
8 detected by law enforcement.

9 65. When hiring new drivers, LYFT does not verify driver identities with biometric
10 background checks. LYFT does not correct for false negatives created by its name-based
11 screening procedures. LYFT does not provide industry-standard background checks which would
12 provide the most comprehensive means of screening applicant drivers. LYFT does not invest in
13 continuous monitoring of its drivers and is not immediately alerted when one of its drivers is
14 implicated in criminal acts.

15 66. LYFT cultivates an environment that encourages its passengers to ignore signs of
16 danger.

17 67. LYFT does not have a streamlined process to address passenger reports of sexual
18 assault by its drivers and continues to let dangerous predators drive for and earn money for LYFT.

19 68. For the above reasons and others, LYFT breached its duty of reasonable care
20 towards Plaintiff.

69. LYFT's breach was the legal cause of Plaintiff's sexual assault, which caused
Plaintiff to feel violated and fear for her personal safety.

23 70. As a direct and legal cause of LYFT's general negligence, Plaintiff has suffered
24 damages, both economic and general, non-economic damages according to proof.

SECOND CAUSE OF ACTION

(NEGLIGENT HIRING, SUPERVISION, AND RETENTION)

27 71. The preceding paragraphs of this Complaint are incorporated by reference.

28 | 72. Defendant LYFT and DOES 1 through 50, inclusive hired the LYFT DRIVER.

1 73. LYFT's hiring of the LYFT DRIVER was mostly automated, after the LYFT
2 DRIVER merely filled out some short forms online, uploaded photos of a driver's license, vehicle
3 registration and proof of vehicle insurance.

4 74. At the time LYFT DRIVER applied to drive for LYFT, LYFT was not performing
5 adequate background checks for its drivers. After minimal information was provided to
6 LYFT, LYFT DRIVER was hired and engaged as a LYFT driver.

7 75. LYFT did not interview, check the references of, provide training to, or advise
8 LYFT DRIVER of any anti-sexual assault policies when hiring him. LYFT had no reasonable
9 basis for believing that LYFT DRIVER was fit to drive intoxicated women around at night and
10 failed to use reasonable care in determining whether he was fit for the task. LYFT should have
11 known of LYFT DRIVER's unfitness but failed to use reasonable care to discover his unfitness
12 and incompetence.

13 76. Despite failing to reasonably endeavor to investigate LYFT DRIVER's
14 incompetence for transporting vulnerable and intoxicated women late at night in a moving vehicle,
15 LYFT employed LYFT DRIVER.

16 77. LYFT knew or should have known that assigning the task of transporting
17 vulnerable customers late at night to an inadequately screened driver created an unreasonable risk
18 of harm to LYFT's passengers, including Plaintiff, particularly when LYFT had been on notice of
19 the string of sexual assaults committed by LYFT's drivers.

20 78. The LYFT DRIVER was and/or became unfit to perform the work for which he
21 was HIRED as he improperly and illegally took advantage of LYFT's passenger, INDIA
22 MATHESON, when she attempted to use the service for a safe ride home after drinking, thereby
23 causing her psychological and physical harm.

24 79. Because of LYFT DRIVER's unfitness to perform the task of transporting Plaintiff,
25 Plaintiff was sexually harassed, assaulted and stalked, causing her to fear for her personal safety.

26 80. LYFT's and DOES 1 through 50's, inclusive, negligence in hiring, retaining, and/or
27 supervising caused Plaintiff to be sexually harassed, assaulted and stalked.

28 81. As a direct and legal result of LYFT's general negligence, Plaintiff has suffered

1 general non-economic damages according to proof.

2 **THIRD CAUSE OF ACTION**

3 **(LYFT - COMMON CARRIER NEGLIGENCE)**

4 82. The preceding paragraphs of this Complaint are incorporated by reference.

5 83. At the time of the assault alleged herein, LYFT was a common carrier as it
6 provided transportation to the general public.

7 84. LYFT provides transportation through a digital application made available to the
8 general public for the purpose of transporting its users, the passengers, from place to place for
9 profit. LYFT has widely offered its services to the general public and charges standard fees for its
10 services through its application. LYFT does not allow discrimination against passengers on the
11 basis of race, color, national origin, religion, gender, gender identity, physical or mental disability,
12 medical condition, marital status, age, or sexual orientation. Any member of the public can use
13 LYFT's services for transportation.

14 85. As a common carrier, LYFT must carry its passengers, including Plaintiff, safely.

15 86. LYFT has a duty to employ the utmost degree of care and diligence that would be
16 expected of a very cautious company. LYFT has a duty to do all that human care, vigilance, and
17 foresight reasonably can do under the circumstances to avoid harm to passengers, including
18 Plaintiff.

19 87. LYFT must use reasonable skill to provide everything necessary for safe
20 transportation, in view of the transportation used and the practical operation of the business.

21 88. Despite complaints to LYFT of sexual assaults committed by LYFT drivers and
22 lawsuits against LYFT for sexual assault, LYFT has failed to implement safety precautions that
23 would address the sexual assault problem.

24 89. LYFT does not provide a consistent and reliable way for passengers to report
25 sexual abuse and rape.

26 90. LYFT does not warn passengers of the dangers of riding with LYFT and fails to
27 warn passengers of past complaints regarding LYFT drivers.

28 91. LYFT does not have an effective program in place to deal with the sexual predator

1 crisis posed by some of its drivers.

2 92. LYFT knows that its female passengers are in a uniquely vulnerable situation
3 enclosed in a moving vehicle and that a subset of its drivers are sexual predators.

4 93. LYFT has not exercised reasonable care to protect its passengers from harassment,
5 assault, and rape by LYFT's drivers.

6 94. LYFT has not exercised the utmost degree of care in order to protect its passengers
7 from the danger posed by sexual predators who drive for LYFT. If LYFT had used the highest
8 degree of care, LYFT could have prevented or dramatically reduced the likelihood of the sexual
9 assault of its passengers, including Plaintiff.

10 95. LYFT failed to safely transport Plaintiff INDIA MATHESON.

11 96. LYFT failed to use the utmost care and vigilance to protect Plaintiff from its own
12 driver who sexually harassed and assaulted in the course of transporting her home.

13 97. LYFT failed to take reasonable precautions to protect its vulnerable female
14 passengers, including Plaintiff, from the foreseeable and known risk of sexual harassment and
15 sexual assault by its drivers. If LYFT had used the highest degree of care, LYFT could have
16 prevented or reduced the likelihood of the sexual assault of its passengers, including Plaintiff.

17 98. As a legal and direct result of the aforementioned conduct and omissions of
18 Defendants LYFT and DOES 1 through 50, inclusive, Plaintiff was sexually harassed, assaulted
19 and stalked, causing her to fear for her personal safety.

20 99. As a direct and legal result of LYFT's negligence, Plaintiff has suffered damages,
21 both economic and general, non-economic damages according to proof.

22 **FOURTH CAUSE OF ACTION**

23 **(NEGLIGENT FAILURE TO WARN)**

24 100. The preceding paragraphs of this Complaint are incorporated by reference.

25 101. LYFT's conduct created a risk of physical or emotional harm to its passengers,
26 including Plaintiff.

27 102. In operating its business, LYFT knew and had reason to know that its passengers
28 were at risk of sexual assault and abuse by LYFT's drivers since as early as 2015. Since 2015,

1 LYFT has received frequent passenger complaints about driver misbehavior, has been notified of
2 police investigations of the criminal conduct of drivers acting within their capacity as LYFT
3 drivers, and has been the subject of numerous civil suits alleging the sexual harassment and sexual
4 assault of LYFT's passengers by LYFT's drivers.

5 103. Despite the knowledge of the danger its enterprise creates, LYFT did not alert its
6 passengers, including Plaintiff, to the risk of sexual assault by LYFT drivers. In fact, LYFT
7 continued to market itself as a service that provides "safe" rides, even to unaccompanied and/or
8 intoxicated passengers.

9 104. In February 2015, LYFT's website posted a blog post announcing it had partnered
10 with It's On Us, an anti-sexual assault initiative, and offered free ride credits for new Lyft
11 passengers during the Spring Break season, "making it easier to get a safe ride home even if
12 you're in a new city." In November 2016, LYFT's website posted a blog post entitled "Get Home
13 Safely with Lyft," again touting its partnership with It's On Us and offering college students free
14 LYFT rides so that they "don't need to worry about finding a safe ride after going out." The
15 insinuation of these articles is that LYFT prevents, and does not create, the risk of sexual assault.
16 Nowhere on LYFT's website does LYFT discuss the occurrence or risk of sexual assault by
17 LYFT's drivers.

18 105. LYFT itself represented to its customers that riding with LYFT is safe, implying
19 it's free of risk from sexual assault.

20 106. Defendant LYFT had reason to know that passengers would be unaware of the risk
21 of sexual assault by LYFT drivers.

22 107. A warning to its customers that they were at risk of sexual assault by LYFT drivers
23 would have reduced the risk of harm to customers, including Plaintiff, who could have arranged
24 for alternative transportation or taken additional safety precautions and avoided the assault she
25 suffered at the hands of her Lyft driver.

26 108. As a direct and legal result of Defendant LYFT's failure to warn, Plaintiff INDIA
27 MATHESON has suffered damages, both economic and general, non-economic damages
28 according to proof.

1 **VICARIOUS LIABILITY/LIABILITY FOR THE TORTS OF LYFT'S DRIVERS**

2 109. Plaintiff incorporates by reference the preceding paragraphs.

3 110. LYFT is vicariously liable for the torts of its drivers through the theories of
4 *respondeat superior*, nondelegable duties, agency, and ostensible agency. LYFT's liability for the
5 acts of its drivers is not contingent upon the classification of its drivers as employees.

6 111. Under the doctrine of *respondeat superior*, LYFT is responsible for the torts of its
7 employees committed within the scope of employment. The modern rationale for the theory is
8 that an employer who profits from an enterprise which, through the torts of his employees, causes
9 harm to others should bear the costs of the injury instead of the innocent injured plaintiff.

10 112. LYFT profits from transporting vulnerable passengers late at night. LYFT
11 encourages intoxicated passengers to use its services. At the same time, LYFT does not take
12 reasonable steps to protect its passengers or warn them of the dangers of riding with LYFT.
13 LYFT, and not the victims of LYFT's negligence, should bear the costs of injuries that result from
14 torts such as sexual assault, kidnapping and rape.

15 113. LYFT drivers are employees. LYFT reserves the right to control the activities of
16 LYFT drivers. LYFT controls the prices charged to customers, controls contact with the customer
17 base, controls the ability of a driver to see where he will be driving before he accepts a ride, and
18 reserves the right to terminate drivers with or without cause.

19 114. LYFT DRIVER's sexual harassment and sexual assault of Plaintiff occurred within
20 the scope of the LYFT DRIVER's employment and/or authority. The kidnapping, assault and
21 rape of intoxicated and unaccompanied women who have been placed in an improperly screened
22 LYFT driver's car with little to no supervision is incidental to and a foreseeable result of the act of
23 transporting customers.

24 115. LYFT may maintain that its drivers are contractors and not employees.
25 Nevertheless, whether the LYFT drivers are characterized as contractors, employees or agents,
26 LYFT has a non-delegable duty to transport its customers safely.

27 116. The doctrine of nondelegable duty recognizes when one party owes a duty to
28 another which, for public policy reasons, cannot be delegated. It operates to ensure that when a

1 harm occurs, the injured party will be compensated by the party whose activity caused the harm
2 and who may therefore properly be held liable for the acts of his agent, whether the agent was an
3 employee or an independent contractor. The doctrine recognizes that an entity may not delegate
4 its duties to a contractor in order to evade its own responsibilities. This is especially so when
5 allowing delegation would incentivize the employers to hire incompetent contractors in order to
6 further the employer's pecuniary interests.¹

7 117. In advertising to customers that LYFT provides them a safe ride to their
8 destinations and by profiting off of women who use LYFT for that very purpose and are attacked,
9 LYFT has a duty to its customers that cannot be delegated. To allow LYFT to delegate the
10 liability for the assaults by its drivers to anyone else would encourage LYFT to continue to utilize
11 the cheapest, fastest, and most haphazard safety procedures. LYFT would be disincentivized from
12 hiring only competent drivers, since the more drivers LYFT has, the more money LYFT makes.

13 118. Further, LYFT drivers act as agents of and operate as extensions of LYFT. LYFT
14 drivers represent LYFT's business and further LYFT's pecuniary interests.

15 119. LYFT drivers display the LYFT logo when interacting with customers, and in
16 many cases LYFT drivers are the only people with whom LYFT's customers have direct contact.
17 LYFT drivers provide the service that LYFT claims to provide – transportation.

18 120. By allowing LYFT drivers to represent LYFT's business, LYFT creates the
19 impression that its drivers, including LYFT DRIVER, were LYFT's employees and/or agents.

20 121. INDIA MATHESON reasonably believed that LYFT DRIVER was an employee or
21 agent of LYFT, and, relying on this belief, hired LYFT DRIVER and suffered harm as a result of
22 her contact with LYFT DRIVER.

23 122. For these reasons and others, LYFT is vicariously liable for the tortious acts of its
24 drivers, regardless of whether LYFT's drivers are employees, agents, apparent agents, or

25
26 ¹ See, for example, Barry v. Raskov, 232 Cal. App. 3d 447, 454 (Ct. App. 1991), where the court
27 recognized that allowing a broker to delegate the liability for the fraudulent torts of its contractor
28 property appraiser would incentivize the broker to hire potentially insolvent contractors, to the
detriment of the public.

1 contractors of LYFT.

2 **FIFTH CAUSE OF ACTION**

3 **(VICARIOUS LIABILITY FOR SEXUAL ASSAULT)**

4 123. The preceding paragraphs of this Complaint are re-alleged and incorporated by
5 reference.

6 124. At the time of the assault alleged herein, LYFT DRIVER intended to cause harmful
7 and offensive contact with Plaintiff, and placed Plaintiff in reasonable apprehension of imminent
8 harmful and offensive contact.

9 125. LYFT DRIVER committed these tortious and wrongful acts while acting in the
10 course and scope of his employment with LYFT as an employee/agent of LYFT. Therefore,
11 LYFT is liable for LYFT DRIVER's assault of Plaintiff and is responsible for damages caused by
12 said conduct under the principles of vicarious liability, including the doctrine of *respondeat
superior*. Even if LYFT DRIVER had not been an employee, LYFT's duty to provide
14 transportation free of assault is nondelegable and LYFT is liable for LYFT DRIVER's actions,
15 because to allow LYFT to delegate its duty of providing the safe transportation it promises would
16 incentivize LYFT to create a greater risk of harm to the public.

17 126. Under the theories of *respondeat superior*, nondelegable duty, agency, and
18 ostensible agency, LYFT is liable for the tortious acts of LYFT DRIVER.

19 127. As a direct and legal result of LYFT DRIVER's sexual assault, Plaintiff has
20 suffered economic and general, non-economic damages according to proof.

21 **SIXTH CAUSE OF ACTION**

22 **(INTENTIONAL MISREPRESENTATION)**

23 128. The preceding paragraphs of this Complaint are re-alleged and incorporated by
24 reference.

25 129. At the time of the assault alleged herein, Plaintiff had downloaded the LYFT
26 application and had an account with LYFT.

27 130. LYFT represented to Plaintiff and the general public that safety was LYFT's top
28 priority and it was LYFT's goal to make every ride safe, comfortable, and reliable. At the same

time, LYFT already knew that a number of its drivers had preyed on vulnerable female passengers by sexually molesting, assaulting and/or raping them.

131. LYFT made intentional misrepresentations of fact to Plaintiff known by Defendant to be false including the false statement that Defendant would provide Plaintiff with a safe ride to her destination.

132. LYFT made these intentional misrepresentations of material fact in order to induce young women, including Plaintiff, into using LYFT's services.

133. LYFT made these representations to Plaintiff and the general public despite knowing that it had chosen not to take the measures necessary to provide a safe ride home, and that, as a result, continued sexual assault of its passengers by its drivers was a foreseeable occurrence. LYFT made these representations in order to induce women like the Plaintiff into using LYFT's services and to derive profit from women like Plaintiff.

134. In getting into the LYFT she ordered, Plaintiff reasonably relied on LYFT's representations that it would get her safely home.

135. In trusting and relying on LYFT's representations, Plaintiff was placed in a uniquely vulnerable position that was taken advantage of by LYFT's employee LYFT DRIVER who sexually harassed, assaulted and stalked Plaintiff.

136. As a legal result of Lyft's intentional misrepresentations, Plaintiff was sexually harassed and assaulted, causing her to fear for her safety. As a result, Plaintiff suffered economic and general non-economic damages according to proof.

SEVENTH CAUSE OF ACTION

(NEGLIGENCE MISREPRESENTATION)

137. The preceding paragraphs of this Complaint are re-alleged and incorporated by reference.

138. LYFT represented to Plaintiff and the general public that safety is LYFT's top priority and it is LYFT's goal to make every ride safe, comfortable, and reliable. At the time of the assault alleged herein, LYFT knew that a number of its drivers had previously preyed on vulnerable female passengers by sexually molesting, assaulting and/or raping them.

139. LYFT continued to represent that its services were safe in order to further LYFT's own pecuniary interests.

140. In representing to intoxicated and vulnerable customers that its services were safe, LYFT had a duty to provide correct and accurate information about the actual safety of its services.

141. LYFT knew or should have known that it could not provide the safe ride that it represented it could.

142. Knowing of the incidence of sexual assault of its passengers by its drivers and knowing that LYFT had not implemented adequate precautions, LYFT had no reasonable grounds for believing that it could provide Plaintiff and other similarly vulnerable female passengers a safe ride home as represented.

143. In getting into the LYFT she ordered, Plaintiff reasonably relied on LYFT's representations that it would get her safely home.

144. In trusting and relying on LYFT's representations, Plaintiff was placed in a uniquely vulnerable position that was taken advantage of by LYFT's employee, LYFT DRIVER, who sexually harassed, assaulted and stalked Plaintiff.

145. As a legal result of Defendant LYFT's aforementioned conduct, Plaintiff was sexually harassed, assaulted, and stalked, causing her to suffer economic and general non-economic damages according to proof.

EIGHTH CAUSE OF ACTION

(NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS)

146. Plaintiff hereby incorporates by reference the preceding causes of action and factual allegations.

147. For several years prior to the sexual assault of Plaintiff by a LYFT driver, LYFT was fully aware that other female passengers had been sexually harassed, propositioned, assaulted and raped by LYFT drivers. Since 2015, LYFT has received frequent passenger complaints about driver misbehavior, has been notified of police investigations of the criminal conduct of drivers acting within their capacity as LYFT drivers, and has been the subject of numerous civil suits

alleging the sexual harassment and sexual assault of LYFT's passengers by LYFT's drivers.

148. LYFT made a conscious decision not to implement procedures that would effectively screen its drivers and monitor its drivers in order to identify and terminate drivers who were sexual predators.

149. Safety precautions such as enhanced background checks, biometric fingerprinting, job interviews, electronic monitoring systems, warnings to passengers of the dangers of being attacked by LYFT drivers, and cooperation with law enforcement when a driver attacks a passenger would have cost LYFT money and reputational damage. Because of this, LYFT decided not to implement such precautions and instead continues to place its customers at greater risk of facing unwanted sexual advances, kidnapping, sexual assault, and rape by LYFT's own drivers.

150. Additional safety precautions that LYFT chose not to make include but are not limited to: ongoing monitoring of LYFT through available technology including cameras and GPS; a zero tolerance policy for drivers who deviate from expected behavior by leaving the vehicle with passengers, or by deviating substantially from the assigned route; a zero-tolerance program for sexual assault and guidelines mandating immediate termination; creating and instituting a system encouraging customer reporting; and adequate monitoring of customer complaints by well-trained and effective customer service representatives. LYFT chose not to implement such precautions.

151. In failing to take these and other safety precautions designed to protect female passengers from sexual predators driving for LYFT, LYFT breached its duty of reasonable care, negligently inflicting emotional harm, and acted recklessly and in conscious disregard of the safety of its female passengers.

152. As a direct and legal result of LYFT's negligent infliction of emotional distress, Plaintiff has suffered damages, both economic and general, non-economic damages according to proof.

NINTH CAUSE OF ACTION

(BREACH OF CONTRACT)

1 153. Plaintiff hereby incorporates by reference all the preceding allegations.
2 Plaintiff entered into a contract with LYFT. The essence of this commercial transaction was the
3 payment of a fee to LYFT in exchange for safe and reasonable transportation to her destination.

4 154. As a result of the conduct, acts and omissions set forth above, LYFT breached its
5 contract with Plaintiff, including breaching implied covenants which would be inherent in such a
6 contract.

7 155. As a direct and legal result of LYFT's Breach of Contract, Plaintiff suffered
8 damages, both economic and general, non-economic damages according to proof.

TENTH CAUSE OF ACTION

(PUNITIVE DAMAGES)

11 156. The preceding paragraphs of this Complaint are re-alleged and incorporated by
12 reference.

13 157. As stated above, LYFT knew that it faced an ongoing problem of sexual predators
14 driving for LYFT and assaulting its passengers. As early as 2015 LYFT knew that its drivers were
15 sexually assaulting female passengers. Since 2015, LYFT has received frequent passenger
16 complaints about driver sexual misconduct, including sexual harassment, sexual assault and rape,
17 it has been notified of police investigations of the criminal sexual conduct of drivers acting within
18 their capacity as LYFT drivers, and it has been the subject of numerous civil suits alleging the
19 sexual harassment and sexual assault of LYFT's passengers by LYFT's drivers.

158. Nevertheless, even though LYFT was fully aware of its sexual predator problem it
failed to take safety precautions to protect its passengers.

22 159. Safety precautions such as enhanced background checks, biometric fingerprinting,
23 job interviews, electronic monitoring systems, warnings to passengers of the dangers of being
24 attacked by LYFT drivers, and cooperation with law enforcement when a driver attacks a
25 passenger would have cost LYFT money and reputational damage. Because of this, LYFT
26 decided not to implement such precautions and instead has continued to place its customers at
27 greater risk of sexual harassment, sexual assault, and rape by LYFT's own drivers.

²⁸ 160. As such LYFT acted recklessly and in knowing, conscious disregard of the safety

1 | of its passengers and the public safety.

2 161. As a legal result of the aforementioned negligent, reckless and grossly negligent
3 conduct of Defendants LYFT and DOES 1 through 50, inclusive, Plaintiff was sexually harassed,
4 assaulted, and stalked, causing Plaintiff to feel violated and fear for her own safety.

5 | 162. As a result of her sexual assault, Plaintiff suffered serious emotional distress.

6 163. As a result of LYFT's misconduct as stated above, Plaintiff prays for exemplary
7 damages to punish LYFT for its misconduct and to deter future misconduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against all Defendants as follows:

10 1. For general damages (also known as non-economic damages), including but not
11 limited to, past and future pain and suffering, in an amount in excess of the jurisdictional
12 minimum, according to proof;

13 2. For special damages (also known as economic damages), including but not limited
14 to past and future hospital, medical, professional, and incidental expenses as well as past and
15 future loss of earnings, loss of opportunity, and loss of earning capacity, in excess of the
16 jurisdictional minimum, according to proof;

17 3. For exemplary and punitive damages according to proof;

18 || 4. For prejudgment interest, according to proof;

19 || 5. For costs of suit incurred herein, according to proof;

20 | 6. For such other and further relief as the Court may deem just and proper.

22 | DATED: August 1, 2019

LEVIN SIMES ABRAMS LLP

By

Laurel L. Simes
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all causes of action.

DATED: August 1, 2019

LEVIN SIMES ABRAMS LLP

By:

Laurel L. Simes
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